BANGALORE WATER SUPPLY AND SEWERAGE BOARD

CAUVERY BHAVAN, KEMPEGOWDA ROAD,
BANGALORE – 560 009

KW3
TWO STAGE [ST CATEGORY]

TENDER FOR THE WORK OF

Tender for the Work of Providing & Laying 300mm dia RCC UGD Pipeline at Pattandur Agrahara & Surrounding areas coming under AECS-1 S/s of AEE(E)-1-1 Sub division

(Through Karnataka public procurement portal only)

https://kppp.karnataka.gov.in/

Office of the Executive Engineer,
BANGALORE WATER SUPPLY & SEWERAGE BOARD
EAST-1 DIVISION,
10TH MAIN, 1ST CROSS, 2ND STAGE, INDIRANAGR,
BANGALORE-560038
Telephone – 080 22945158

e-mail – eee@bwssb.gov.in

TENDER REFERENCE :	:	No.BWSSB/EE(E)-1/PB/ 3657 / 2024-25 Dated: 13.1.2025
DATE OF PUBLICATION IN E-PORTAL	:	**16.1.2025**
LAST DATE FOR SUBMISSION OF TENDER IN E PORTAL	:	22.1.2025
TIME AND DATE OF OPENING OF TECHNICAL TENDER	:	24.1.2025
PLACE OF OPENING OF TECHINCAL TENDER	:	Office of the Executive Engineer, Water Supply & Sanitary Division(East)-1, 10th main, 1st cross, Indiranagar 2nd stage, Bangalore-560038.
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer, Water Supply & Sanitary Division(East)-1, 10th main, 1st cross, Indiranagar 2nd stage, Bangalore-560038 Telephone – 080 22945158 e-mail – eee@bwssb.gov.in

Contents

Section No.	Description	Page
1	INVITATION FOR TENDERS (IFT)	3
2	INSTRUCTIONS TO TENDERERS (ITT)	7
3.	QUALIFICATION INFORMATION	23
4.	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM	27
5.	CONDITIONS OF CONTRACT (CC)	31
6.	CONTRACT DATA	51
7	SPECIFICATIONS	55
8	DRAWINGS	106
9.	BILL OF QUANTITIES	107
10.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	108

SECTION 1:

BANGALORE WATER SUPPLY AND SEWERAGE BOARD
Office of the Executive Engineer,
BANGALORE WATER SUPPLY & SEWERAGE BOARD
EAST-1 DIVISION,
10TH MAIN, 1ST CROSS, INDIRANAGAR 2ND STAGE, BANGALORE-38
Telephone – 080 22945158
Email: eee@bwssb.gov.in Telephone: 080- 22945158

INVITATION FOR TENDER
(Through Karnataka public procurement portal only)
(https://kppp.karnataka.gov.in/)
ST CATEGORY

IFT No.: BWSSB / EE(E)-1/ PB /3657/2024-25 Dt: 13.1.2025

1. For and on behalf of the Bangalore Water Supply and Sewerage Board, **ITEMWAR TENDER (TWO Stage) is** invited through e-procurement process with tender procedure in line with Rule 28 of the KTPP Act by the **Executive Engineer, Water Supply and Sanitary Division (East)-1, 10th main, 1st cross, Indiranagar 2nd Stage, Bangalore-560038** from registered Agencies of appropriate class as indicated against each work of **BWSSB/KUWSDB/KPWD,** etc. who are having adequate financial resources, past experience in similar nature of work possessing valid VAT registration for the construction of works detailed in the Table below through **Karnataka public procurement portal only**. Two stages tender procedure in line with the Rule28 of the KTPP Act (KW3) shall be followed. The details of tenderers capability to undertake the tender (as detailed in ITT Clause 3 & 6) and the price tender shall be uploaded in the e-procurement portal only. Technical details will be opened first and evaluated. The price tender will be opened only if the Tenderer is found to be qualified to execute the tendered works. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract. The Board keeps the right of acceptance or rejection of any tender without assigning any reasons.

   The Tenderers are required to pay the **Earnest Money Deposit only through Karnataka public procurement portal only** using any of the four modes.

2. (1)Credit Card (Online Payment) (2) Direct Debit Using Internet Banking (Online Payment) (3) Remittance at the Bank Counter - Challan (Offline Payment) (4)NEFT (Offline payment). The details regarding their capability to undertake the tender (as detailed in ITT Clause 4) and the price tender shall be uploaded in the website. Technical details will

be opened on the date and time mentioned in ITT clause 19 and evaluated. The price tender of the Tenderer, who is found to be qualified to execute the tendered works, will be opened on the date notified later. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.

3. Tender documents may be downloaded from **https://kppp.karnataka.gov.in/** website only. Interested tenderers may obtain further information at the same address.

4. Additional information related to e-procurement process can be obtained through the above mentioned website or contact e-procurement helpdesk No.**080-2550 1216 / 2550 1227**. The electronic tender comprising Technical and Financial bids will be operated as Single stage Tender system.

5. Bidders can access tender documents from **https://kppp.karnataka.gov.in/** website only and upload the required details; those are mentioned in different sections in the bid document in to electronic tender on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the bid document shall be submitted through e- procurement.

6. The Tender processing fee once paid will not be refunded.

7. The **Last date and time for Receipt of tenders will be on 22.1.2025** upto **16:00 Hrs and the date of opening of bids will be on 24.1.2025 after 17.00Hrs**.

Sl No	Name of work	Amount put to tender	Earnest Money Deposit	Tender Processes sing fee	Period of Completi on of work	Clause of Tender
1	***Tender for the work of Providing & Laying 300mm dia RCC UGD Pipeline at Pattandur Agrahara & Surrounding areas coming under AECS-1 S/s of AEE(E)-1-1 Sub division***	**Rs.50,49,087/-**	**Rs.50,500/-**	**As per KPPP Portal**	**03 Months** (Inclusive of Monsoon period)	**KW 3 (TWO Stage) ST Category**

The Eligibility Criterion is as follows:

1	Contractor Registration	**The Tenderer must be Registered in BWSSB or Equivalent registration with** KPWD/CPWD etc., & shall furnish valid

		registration certificate which is in Currency.
2	Assessed Available Tender Capacity (A x N x 5.00–B) should be greater than the Amount Put to Tender	A= Maximum value of Civil Engineering works executed in any one year during the last five years taking into account the completed as well as works in progress N = Number of Years B = Value of On-Going Works

3	Financial Turn over	The Tenderer should have in the last 5 years period achieved in atleast ONE Financial Year an average annual financial turnover (In All Classes of Civil Engineering **Construction Works Only) of Rupees not less than Rs.59.58 Lakhs with GST** *(Profit & Loss Account, Balance Sheet Certified, Audited by Registered Chartered Accountant are Mandatory*).
4	Work Qualification	The Tenderer should have satisfactorily completed as a Prime Contractor for atleast any Construction work to an extent of 25% of the Cost of the work i.e **Rs.14.90 Lakhs with GST**
5	Minimum Quantities of work executed	The Tenderer should have executed in any One year the minimum quantities of similar work & completed in all respects including commissioning in a continuous period of 12 Months i.e (50% of the Peak Annual rate of Construction) ***Providing & Laying of 300mm dia & Above RCC NP3 class Pipeline with allied work for a Length of 352.3 RMT***
6	Liquid Assets	**The Credit facilities of Not Less than Rs.17.90 Lakhs with GST (30% of APT with GST)** (Credit Lines / Letter of Credit / Certificates from Banks for meeting the fund requirement etc.,)
5	Caste & Domicile Certificate	The Tenderer should upload the Caste Certificate in the Prescribed format issued by GOK which is Mandatory. The Tenderer belonging to Schedule Caste or Schedule Tribes shall be Domicile of the State of Karnataka for More than 10 Years. If the Contractor is a Firm, then all the partners or members of the firm shall

		belong to the SC or ST as the case may be.
6	Form of tender	The Form of tender as per the Proforma available in KW-III should be duly filled and uploaded in the KPP portal as a part of tender document which is Mandatory.

7	Third Party	The 3rd Party will be Nominated by BWSSB.
8	GST	The APT is Excluding GST. Hence the rates quoted shall be excluding GST.
10	Other Conditions	Road cutting machine should be used mandatorily for cutting the approved width of road while executing the work as per Circular NO/BWSSB/CH/CAO-S/CHI/138/2019-20 Dt:4.9.2019
a)		As per GO No.FD55 Pro-Cell 2004, Bangalore Dt:17.2.2005, the expenditure on the employment of the quality supervision consultants shall be charged to the cost of the works and goods & equipment under procurement. As per circular No.BWSSB/EIC/CE(M)/ACE(M)-I/DCE(M)-II/TA(M)-I/2012/Dt:3.7.2017, action will be taken to recover the cost of the above in the Contract bills
b)		The contractor shall be liable & agree to the Amendment to the Contacts (Amendment No.1) i.e regarding Jurisdiction of the Courts & Safety measures to be taken while executing the works
c)		All other conditions put forth as per KW-II of KTPP act shall be followed read with amendments vide G.O No.FD4PCL 2008 Bangalore Dt:14.10.2008 & GO No.FD 876 Exp-12/2017, Bangalore Dt:10.10.2017

- Within 20 Days of the receipt of the letter of acceptance, the successful tenderer shall deliver to the employer **Additional security for unbalanced items** in accordance with clause 25.5 of ITT & clause 44 of the conditions of contract for all works from a Nationalized / Scheduled Indian Bank, with jurisdiction at Bangalore as specified.

  Performance Security Deposit for an amount equivalent to 5% of the contract price shall be deducted in every running bill. However, in case of first and final bill, the entire security deposit will be deducted from the final bill.

- The permission for obtaining road cutting from the police and the other civic departments is the responsibility of the contractor. However, the office of the Executive Engineer will assist with suitable official letter communication if required. Contractor shall also ensure permissions are taken on time with needful liaison with the competent authority and also it may be noted that the overall duration of the work shall remain the same as specified in the contract

- Applications / requisitions from Joint venture Firms are not acceptable

- Bangalore Water Supply and Sewerage Board (BWSSB) reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason

- For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10:30hours to 17:00 hours)

- List of documents to support qualification of bidder is to be uploaded to the e-procurement website https://kppp.karnataka.gov.in/

- Other details can be seen in the tender documents

Corrigendum/Addendum/Modification/corrections, if any, will be published in the Web site only.

Executive Engineer
Water Supply & Sanitary Division(East)-1
10th main, 1st Cross, Indiranagar 2nd stage
Bangalore-560038.
Tel No.080-22945158
E mail : eee@bwssb.gov.in

SECTION 2:

INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

		Page No.
A.	**General**	
	1. Scope of Tender	5
	2. Eligible Tenderers	5
	3. Qualification of the Tenderer	5
1	4. One Tender per Tenderer	6
2	5. Cost of Tendering	6
3	6. Site Visit	7
B.	**Tender Documents**	
1	7. Content of Tender documents	7
2	8. Clarification of Tender Document	7
	9. Amendment of Tender documents	7
C.	**Preparation of Tenders**	
	10. Documents comprising the Tender	7
	11. Tender prices	8

12. Tender validity 8
13. Earnest money deposit 8
14. Format and signing of Tender 9

D. Submission of Tenders

15. Sealing and marking of Tenders 9
16. Deadline for submission of Tenders 9
1 17. Late Tenders 9
18. Modification and Withdrawal of Tenders 10

E. Tender opening and evaluation

1 19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers 10
20. Opening of Second Cover Tenders of qualified Tenders and evaluation 10
21. Process to be confidential 11
22. Clarification of Tenders 11
23. Examination of Tenders and determination of responsiveness 11
24. Correction of errors 11
25. Evaluation and comparison of Tenders 12

F. Award of contract

26. Award criteria 12
27. Employer's right to accept any Tender and to reject any or all Tenders 12
28. Notification of award and signing of Agreement 12
29. Security deposit 13
30. Advance payment and Security 13
31 Corrupt or Fraudulent Practices 13

A. General

1. Scope of Tender

1.1 The ***Executive Engineer, East-1 Division, BWSSB,*** (Referred to as Employer in these documents) invites tenders following **TWO Stage KPP procedure**, from eligible Tenderers, for the construction of work ***Tender for the work of Providing & Laying 300mm dia RCC UGD Pipeline at Pattandur Agrahara & Surrounding areas coming under AECS-1 S/s of AEE(E)-1-1 Sub division*** (as defined in these documents and referred to as "the work") detailed in the Table given in the Invitation for Tenders (IFT).

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

1 3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

1 3.2 **<u>To qualify for award of this contract, each Tenderer in its Name should have in the last five years i.e. 2019-20 to 2023-24)</u>**

2

1	Financial Turn Over	**The Tenderer should have in the last** 5 years period achieved **in atleast** ONE Financial Year **an average annual financial turnover (In All Classes of Civil Engineering Construction Works Only) of Rupees not less than** Rs.59.58 Lakhs with GST *(Profit & Loss Account , Balance Sheet Certified, Audited by Registered Chartered Accountant are Mandatory***).**
2	Work experience	**The Tenderer should have satisfactorily completed Any Construction work to an extent of** 25% **of the Cost of the work i.e** Rs. 14.9 Lakhs with GST
3	Caste & Domicile Certificate	The Tenderer should upload the Caste Certificate in the Prescribed format issued by GOK which is Mandatory. The Tenderer belonging to Schedule Caste or Schedule Tribes shall be Domicile of the State of Karnataka for More than 10 Years. If the Contractor is a Firm, then all the partners or members of the firm shall belong to the SC or ST as the case may be.
4	Minimum Quantities of work executed	The Tenderer should have executed in any One year the minimum quantities of similar work & completed in all respects including commissioning in a continuous period of 12 Months i.e (50% of the Peak Annual rate of Construction) ***Providing & Laying of 300mm dia & Above RCC NP3 class Pipeline with allied work for a Length of 352.3 RMT***
5	Liquid Assets	**The Credit facilities of Not Less than Rs.17.90 Lakhs with GST (30% of APT with GST)** (Credit Lines / Letter of Credit / Certificates from Banks for meeting the fund requirement etc.,)

Note: @ Updated to the FY in which the tenders are invited. Financial turn over of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited

bring them to the price level of the FY in which the tenders are invited

0 3.3 **Each Tenderer should further demonstrate**:

2 (a) Availability by owning 50% of the required / specified key and critical equipment for this work and remaining 50% can be deployed on lease / hire basis for all works provided, the relevant documents (commitment agreements etc.,) for availability for this work shall be furnished. Some of the equipments are:

(i)	Crane 10 T capacity	-	1 no.
(ii)	Welding generators	-	2 no.
(iii)	Concrete mixer 3 Cum capacity	-	1 no.
(iv)	Miscellaneous	-	As required

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

1 3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed Available tender capacity = (A*N*5.00 - B)

where

A = Maximum value of civil engineering works including GST executed in any one year during the last five years (**Updated to 2023-24 price level**) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at **2023-24** price level including GST, of existing commitments and on-going works to be completed during the next **03 Months** (period of completion of the works for which Tenders are invited)*

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:

7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex, facsimile and e-mail) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents through e-mail, including a description of the enquiry but without identifying its source. Same will available in the website of e-procurement https://kppp.karnataka.gov.in/

8.2 Pre-tender meeting:

8.2.1 **NA**

8.2.2 NA

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted in e-procurement portal by the Tenderer shall contain the documents as follows:

(a) Scanned copy of Earnest Money Deposit made ;

(b) Scanned copies of Qualification Information as per formats given in Section 3;

(c) The Tender (in the format indicated in Section 4)

(d) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception. The Earnest Money Deposit shall be submitted to the Tender inviting authority on or before the time of submission mentioned in IFT. PHOTOCOPIES OF THE DOCUEMNTS SHOULD BE NOTARISED.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender Prices:-

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The bidder shall fill in the unit rates in figures for all items of the Works described in the Bill of Quantities. The system will automatically convert the unit rates mentioned in figures to words and also calculate the amount of that item as well as the total Bid value. *Items for which no rate is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates in the Bill of Quantities*

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

Note: *"Bidders may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the employer will not compensate the bidder (contractor). Where the bidder has quoted taking into account such benefits, he must give all information required for issue of certificates in terms of such notifications as per form attached to the Qualification Information in the bid. To the extent the employer determines the quantity indicated therein are reasonable keeping in view the bill of quantities, construction programme and methodology, the certificates will be issued within 60 [sixty] days of signing of contract and no subsequent changes will be permitted. No*

certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement. The bids which do not conform to the above provisions will be treated as non responsive and rejected. Any delay in procurement of the construction equipment /machinery/goods as a result of the above shall not be a cause for granting any extension of time."

11.4 Deleted

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **Ninety(90) days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable or e-mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 2 of the Table of IFT for this particular work. This earnest money deposit shall be in favour of ***Chairman, BWSSB*** and may be in the form of Banker's cheque/ Demand draft/Pay Order, in favour of ***Chairman, BWSSB*** payable at ***BANGALORE*** from any Nationalised / Scheduled Indian banks.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
(i) sign the Agreement; or
(ii) furnish the required Security deposit

14. Format and signing of Tender

14.1 The completed bid comprising of documents indicated in ITB 12, should be uploaded in the **e procurement portal of BWSSB** through the website https://kppp.karnataka.gov.in/ along with scanned copies of requisite certificates those are mentioned in different sections in the bid document and scanned copy of Bid Security / EMD in case it is provided in the form of Banker's cheque/ Demand draft/Pay Order

14.2 All the documents should be uploaded to the **KPPP portal of BWSSB**. Tenderer should take a print out of the declaration letter provided in the website on company letter head and should sign, stamp and upload the same to the tender wizard of BWSSB.

14.3 Deleted

D. Submission of Tenders

15. Up-loading & submission of tenders

15.1 The tenders should be uploaded only through **KPPP portal**. Tender should contain

A. Technical Tender consisting of following:

a. All the documents with required details in prescribed format; those are mentioned in different sections in the Tender. Form of Tender, Declaration statement regarding Customs/ Excise duty exemption for materials/ construction equipment brought to site as mentioned in Section 2, etc., shall be downloaded, filled with required details, signed, scanned & uploaded to the e-procurement portal website https://kppp.karnataka.gov.in/ on or before the time and date indicated in notification /Section I IFT.

b. **Tender security.** Tender security can be paid to BWSSB in the form of Banker's cheque/ Demand draft/Pay Order (the details like reference number, date, name of the Bank and drawn in favour are to be registered on the tender wizard of BWSSB)

The above documents along with notarized copies of documentary evidences as indicated in Section—II ITT, Section-III Qualification information & Section IV Forms of Tender shall be scanned and uploaded to the website compulsorily, failing which tender will be rejected in view of incomplete bid document and

B. Financial Tender consisting of Bill of Quantities (file name: BOQ.xls). The tenderer shall down load the bill of quantities and key in the rates (in figures only) in the Bill of Quantities sheet and upload the same file on to the website on or before the time and date indicated in notification /Section I IFT.

Scanned copy of Bid security (as cited in IFT Para No.2) provided in the form of Banker's cheque/ Demand draft/Pay Order, is to be uploaded to the e procurement portal of BWSSB before **1600 hrs on, Dt: .....** In case of failure of the tenderer to submit the same within stipulated time, their tender will be rejected.

NOTE:

1. URL of the Website for tender submission through e-procurement portal is as follows:

i https://kppp.karnataka.gov.in/

ii **Executive Engineer, (East)-1,**
Bangalore Water Supply and Sewerage Board,
10th main, 1st cross, Indiranagar 2nd Stage,
Bangalore-560038
Tel Fax; +91-80-22945158

2. The details related to submission of tenders, downloading / uploading of documents or other details are available online in the help wizard, Vendor manual & FAQ of above website. The same is provided along with sample formats in Annexure-I of the Bid document for ready reference.

15.2 Deleted

15.3 Unique Identification Number will be automatically generated by the server with time - stamp and sent to the account of the bidder as an acknowledgement after bidder finally uploads the bids.

15.4 Deleted

16. Deadline for submission of the Tenders

16.1 Tenders must upload all the tender documents in the e-procurement portal no later than ..... **Upto 16.00 Hrs**. In the event of the specified date for the submission of tenders being changed/postponed by the Employer due to unforeseen circumstances, the corrigendum will be issued in the news paper & the deadline for submission of tenders will be intimated accordingly.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment/corrigendum in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 The software of e-procurement system will not allow the Bidder to upload the documents after expiration of the stipulated date & time of Bid submission. The Bidder shall refer the server time, which will be displayed in the e-procurement portal of BWSSB. Employer will not be responsible for non-receipt of bids on the stipulated date & time prescribed in clause 16, due to Internet Problems, improper uploading or any other related problems. In case of connectivity problems, Tenderer may contact Helpdesk of the e-tender service provider and may also draw the attention of tender inviting authority.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may “modify” and “withdraw” their tenders multiple numbers of times, until the deadline for submission of tenders by operating the relevant provision made in e-tendering. If the Tenderer withdraws the tender before the deadline for submission of tenders and later if he is interested to submit the tender once again, may do so within the stipulated date & time as mentioned in Clause 16. In this case within the stipulated date & time, the tenderer can once again submit the requisition to the officer inviting tenders for access to the withdrawn tender document for resubmission. For this tenderer need not make any additional payment towards the cost of tender document. Communication of modification / withdrawal by other means will not be accepted.

18.2 Deleted.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderers may offer discounts for individual items by simply modifying the quoted unit price in the Bill of Quantities. Also, Tenderer may enter their overall discount, at specified location in the Bill of Quantities only, by submitting tender modifications in accordance with this clause. Communication of discount by other means will not be accepted.

E. Tender opening and evaluation

19. Opening of Technical portion of Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the Technical details of all the Tenders received (except those withdrawn), including modifications made pursuant to Clause 18, in the presence of the Tenderers or their representatives on …… who choose to attend **after 17.00 hours** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 WITHDRAWAL proposal submitted pursuant to clause 18 shall be read out first and their bids shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Price Tenders of all the Tenderers including modifications for Financial tenders can not be opened as this is programmed to open later after evaluation of the Technical details of the participating Tenderers.

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. Opening of Price Tender of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the price Tenders. The Employer will open the price tender of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Price tender opening being declared a holiday

for the Employer, the price tenders will be opened at the appointed time and location on the next working day.

20.2 Deleted.

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Price Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarifications of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender

documents like [(a)Form of Tender, (b)Declaration statement regarding Customs/ Excise duty exemption for materials/ construction equipment brought to site as mentioned in Section 2 etc.,] Scanned / uploaded [including documents those are required to be furnished as per Section 2, 3 & 4 of the tender,]; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the tendering documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 (a) Once the Tenderer key in the rates in figures, in the Bill of quantities provided, rate in words will be auto generated by the system.

(b) Once the Tenderer key in the rates in figures, in the Bill of quantities provided, the system will automatically calculate the amount of that item as well as the total Bid value.

24.2 Deleted

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result

in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and

maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

1 29. Security deposit

2 29.1 Performance Security Deposit for an amount equivalent to 5% of the contract price shall be deducted in every running bill. However, in case of first and final bill, the entire security deposit will be deducted from the final bill.

3 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. :

4

5 - Cash or

6 - Banker’s cheque/Demand draft,/Pay Order in favour of ***Chairman, BWSSB*** payable at ***Bangalore*** or -

7 A bank guarantee in the form given in Section 10; or

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31. Corrupt or Fraudulent practices

31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3:

QUALIFICATION INFORMATION

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the tender wizard of BWSSB **"**https://kppp.karnataka.gov.in/**"** along with the Bid.

Note: The detailed procedure for downloading / uploading the documents will be available in Help wizard, Vendor manual & FAQ of the above mentioned Website.

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]
Place of Registration _____
(Attach Copy)

Principal place of business: _____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs)[1]

2019-20 _____
2020–21 _____
2021–22 _____
2022–23 _____
2023-24 _____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[2]			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2019-20						
2020-21						
2021-22						

[1] Attach Certificate from Chartered Account by uploading the scanned copies

[2] Items of work for which data is requested should tally with that specified in ITT Clause 3

2022-23						
2023-24						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works[3] remaining to be completed (Rs. lakhs)	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated Date period of completion	when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[4]			Owned and available		Remarks
	No.	Capacity	Owned	Number/ Capacity	Age/ Condition	

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor’s reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of

[3] Contractor shall enclose / attach / up load all necessary certificates duly attested by the employer

[4] The Item of equipment, required number and capacity should match with those in ITT Clause 3.3(a) (Filled scanned & uploaded)

Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract.

Sd/-
Name of the Bank, Senior Bank Manger
Address:
.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work [5]

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

[5] Attach Certificate from the respective Employers (scanned & Uploaded)

SECTION 4:

FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: ***Tender for the work of Providing & Laying 300mm dia RCC UGD Pipeline at Pattandur Agrahara & Surrounding areas coming under AECS-1 S/s of AEE(E)-1-1 Sub division***

To
Executive Engineer,
Bangalore Water Supply and Sewerage Board (East)-1,
10th main, 1st Cross, Indiranagar 2nd Stage,
Bangalore-560038.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] (_____) [in letters].[6]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____

Address: ----------
---

[6] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

Letter of Acceptance

(letterhead paper of the Employer)
_____[date]

To:

_____
[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____ _____ [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees —— _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.——————— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to proceed with the work
(letterhead of the Employer)
——————— (date)
To
——————————————————— (name and address of the Contractor)
———————————————————
———————————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ———————[name of the contract] a Tender Price of Rs.———————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the _____day of _____20_____, between_____ _____[name and address of Employer] (hereinafter called "the Employer") of the one part and _____ _____ _____ __ _____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ _____ _____ _____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
_____
_____

in the presence of:
Binding Signature of Employer
_____

Contractor
Employer

Binding Signature of Contractor _____

AMENDMENT TO THE Existing contracts – Jurisdiction of the Courts and safety measures to be taken while executing the works

AMENDMENT TO THE CONTRACT

Amendment No.1

This Amendment No.1 is to the Contract Reference No.BWSSB/_____ : Dt_____ Entered between Bangalore Water Supply & Sewerage Board, represented by the _____ (herein after called "the employer") and **M/s_____** (herein called "the contractor).

WHEREAS, in _____through the above referred Contract (Agreement) the Parties have agreed that: the Employers is desirous that the Works _____ description of work _____ and the employer has accepted the bid of the contractor for the execution and completion of such works and remedying of any defects therein, and Operate and Maintain the Constructed facility for sum of **INR_____.**

WHEREAS, the parties now mutually agree to the following conditions of Contract to be inserted to Original Contract by way of amendment:

1) Jurisdiction of Courts/Arbitration:

The sitting of arbitration shall be held at Bangalore only and nowhere else.

2) Dispute of any kind arising out of the contract shall be resolved within the jurisdiction of Bangalore City only and the parties agree and clearly understand that the Courts/tribunals situated at Bangalore Metropolitan city have exclusive jurisdiction for the redressal of the disputes arising out of the contract and at no other place.

3) The Parties further agree and understand that the place or places of issue of bank guarantee other than Bangalore will have no jurisdiction to resolve the dispute of any kind relating to enforcement of the bank guarantees submitted by the contractor at Bangalore for the execution of the contract at Bangalore.

4) The contractor shall comply with all the legal requirements in the matter of employment of workmen and provide all safety gadgets to the workmen while working in the hazards place or conditions during the execution of the contract.

5) Contractor shall be fully responsible in the event of death of employee/workman during the execution of the work and liable to pay adequate compensation to the dependants of employee/workman as per law.

6) On his/their failure, if the Board is made to pay compensation the same shall be recovered by the Board from the contractor out of the amounts due to the contractor or by appropriate legal action.

7) If death of any employees occurs during execution of work due to negligence of contractor, the contract will be liable for termination.

8) In the event of such termination, the employer may consider blacklisting of firm after due notice.

9) In case of any death or accident the contract will be cancelled after following due process.

10) The Board will be entitled to claim exemplary damages from the contractor in case of death of any work man / employees of the contractor in any of the BWSSB works as it damages the reputation of the Board.

IT IS FURTHER AGREED THAT all provisions of the contract except those which are explicitly changed above by this Amendment No.1 shall remain in full force and effect.

IN WITNESS WHEREOF the Parties have executed this Amendment No.1 by their signatures.

SIGNED by:	SIGNED by:
For and on behalf of the Employer in the Presence of	For and on behalf of the Contractor in the Presence of
Witness : Name : Address : Date :	Witness : Name : Address : Date :
Employer :	**Contractor :**

SECTION 5:

CONDITIONS OF CONTRACT

Table of Contents

A. General **Page No.**

1. Definitions 21
2. Interpretation 21
3. Law governing contract 22
4. Employers decisions 22
5. Delegation 22
6. Communications 22
7. Subcontracting 22
8. Other Contractors 22
9. Personnel 22
10. Employer's and Contractor's risks 22
11. Employer's risks 22
12 Contractor's risks 23
13. Insurance 23
14. Site Investigation Report 23
15 Query about Contract Data 23
16 Contractor to construct the Works 23
17. The Works to be completed by Intended Completion Date 23
18 Approvals by the Employer 24
19. Safety 24
20. Discoveries 24
21. Possession of the Site 24
22. Access to the Site 24
23. Instructions 24
24. Procedure for resolution of disputes 24

B. Time Control

25. Program 24
26. Extension of the Intended Completion Date 25
27. Delays ordered by the Employer 25
28. Management meetings 25

C. Quality Control

29. Identifying defects 25
30. Tests 25
31. Correction of defects 25
32. Uncorrected defects 25

D. Cost Control

33 Bill of Quantities (BOQ) 26
34 Variations 26
35. Payment for Variations 26
36. Submission of bills for payment 27
37 Payments 27
38. Compensation events 27
39. Tax 27
40 Price Adjustment 27
41. Liquidated damages 28
42. Advance Payments 28

43. Securities 28
44. Cost of repairs 29

E Finishing of Contract

45. Completion 29
46. Taking Over 29
47. Final account 29
48. As built drawings and/or Operating and Maintenance Manuals 29
49. Termination 29
50 Payment upon termination 30
51. Property 30
52. Release from performance 30

F Special Conditions of Contract 31

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor .

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in

the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer’s decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer’s decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

1
2

3 D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing with in 30days, failing which the work shall be carried out as though there is no variation. In case variation is approved, it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation, if any. Further, approval of the Board has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

1 35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

36 A <u>ADVANCE PAYMENTS ONLY TO PAY FOR MOBILIZATION ADVANCE</u>

(1) The Employer shall make payment to the Contractor of the Amounts stated in the Contract Data by the date stated in the Contract Data , against provision by the Contractor of the Un-Conditional Bank guarantee in a form acceptable to the Employer issued by a Nationalized/ Schedule Bank in Amount equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid , but the amount of the guarantee shall be progressively reduced by the amounts re-paid by the Contractor interest will not be charged on the Advance payment.

(2) The Contractor is to use the Advance payment only to pay for Mobilization expenses required specifically for execution of the works. The Contractor shall demonstrate that Advance payment has been used in this way by supplying Copies of Invoices or other documents to the Employer.

(3) The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments / compensation events or liquidated damages.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress. For Progress beyond the agreed programme, payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the

Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

40.1 Deleted

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments:

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

1 42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If “as built”[7] Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

[7] Completion Drawings

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(d) the Contractor does not maintain a security which is required;

(e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the

Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either

by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at ***Bangalore***, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by

the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

5 Contractor to Co-ordinate his Work with Other Contractors

5.1 The Contractor has to co-ordinate with the other concerned Contractors as already specified in Conditions of Contract for all such works as per the directions of Engineer in charge at no extra cost.

6 **Continuation of Work:**

6.1 In case of the death of a contractor after executing the agreement / commencement of the work, his legal heir, if any eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[32]

1	1. Indian Council of Arbitration, New Delhi;
2	2. International Centre for Alternative Disputes Resolution (India);
3	3. Indian Roads Congress;
4	4. Indian Building Congress;
5	5. Indian Institute of Bridge Engineers;
6	6. Indian Institute of Public Health Engineers;
7	7. Institute of Water Works

[32] Add any other Organization considered suitable.

SECTION 6:

CONTRACT DATA

CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: Clause Reference

1 • The Schedule of Operating and Maintenance Manuals [48]
2
3 • The Methodology and Program of Construction [25]

4 • Site Investigation Reports [14]
5
6 • The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [25]

The Employer is :

Name: ***Executive Engineer(East)-1*** [1.1]

Address: ***10th main, 1st cross,***
Indiranagara 2nd Stage,
Bangalore 560 038
Ph: 080-22945158

Name of authorized Representative: ***Executive Engineer,***
Water Supply & Sanitary
Division(East)-1,
Bangalore Water supply &
Sewerage Board
10th main, 1st Cross, , Indiranagar
2nd Stage, ***Bangalore-560038***
Ph: 080 22945158

The Name and Identification number of the Contract is :	***Tender for the work of Providing & Laying 300mm dia RCC UGD Pipeline at Pattandur Agrahara & Surrounding areas coming under AECS-1 S/s of AEE(E)-1-1 Sub division***

The Works Consists of Dismantling of Flexible Pavements, Earth work excavation, Earth work excavation for Hard Rocks, Providing S & S RCC Spun / Vibrated Cast Pipes Reinforced NP-3 class, P/L of 230mm dia Glazed Stoneware Pipes, Refilling of Pipeline trenches. Providing & Constructing Wire Cut Brick MH Chamber, Dismantling the damaged or collapsed MH's , Providing Wet Mix Macadam, Bituminous Road restoration, Dewatering the sewage /storm water by using SMP, Providing, filling & laying of Sand Bags, , Removal of Un-serviceable soil with disposal, Bituminous Road Restoration Etc., with allied works

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is ***THREE (03) Months***[8]with the following milestones [17, 26]

Milestone dates:

	Physical works to be completed	Period from the date of issue of Notice to proceed with the work
Milestone 1	As per the Quantities Mentioned in Schedule B	**03 Months**

The Site Possession Date is: **10 days after issue of work order** [21]
The Site is located *at "Tender for the work of Providing & Laying 300mm dia RCC UGD Pipeline at Pattandur Agrahara & Surrounding areas coming under AECS-1 S/s of AEE(E)-1-1 Sub division*" and is defined in drawings nos.

The Defects Liability Period is **365** [20] days [31]

THE AMOUNT OF THE ADVANCE PAYMENT ARE (36A)

Nature of Advance	Amount (Rs)	Conditions to be Fulfilled
Mobilization	**5% of the Contract of Price**	**On submission of Un-Conditional Bank Guarantee (to be drawn before end of 20% of Contract period)**

(The advance payment will be paid to the Contractor not later than 30 days after fulfilment of the above conditions)

Re-payment of Advance Payment for Mobilization : (36A)

The Advance loan shall be repaid with percentage deductions from the interium payments certified by the Engineer under the Contract. Deductions shall commence in the next Interium payment Certificate following that in which the Total of all such payments to the Contractor has reached not less than 15% of the Contract price or..... Months from the date of payment of first instalment of advance whichever period concludes earlier & shall be made at the rate of 7.5% of the Amounts of all Interium payment certificates until such time as the Loan has been re-paid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clause 15 & 22.

[8] Fill in the exact date of completion at the time of agreement

2

The Liquidate damages for the whole of the works are
Rs.0.1% of Contract value / Per Day i.e Rs.5100/- Per Day
The Maximum amount to liquidated damages for the whole of the works is ten percent of final contract price. [41]
The date by which "as –built" drawings (in scale……) in 2 sets are required is within 30 days of issue of certificate of completion of whole or section of the work as the case may be.
[48]
The amount to be withheld for failing to supply " as built" drawings or supply of operation and maintenance manuals by the date required is **Rs. /-**
The following events has contravened sub clause-7.1 and clause 9 of CC
The percentage to apply to the value of the work not completed representing the employees additional cost for completing the work shall be 30%
The period should depend upon the period required for testing of the work. In case of building it could be 12 months(passing on 1 rainy season) for pipe laying work, tanks, water retaining structures, the time required for testing, for canals, lining works, the passing of one monsoon or running of canal whichever is lower, roads and highways passing of on monsoon (12 months)

The amount is usually computed on the basis of 0.1% of the contract proce per day

The following events shall also be fundamental breach of the contract : [49.2]
1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.
The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be ***30***[24] percent.

2

SECTION 7:

TECHNICAL SPECIFICATIONS

SECTION 7:

INDEX

1.1. SCOPE OF WORK.

2.0 EARTHWORK EXCAVATIONS.
2.1. GENERAL
2.2. CLASSIFICATION OF EXCAVATION
3.0 GLAZED STONEWARE (GSW) PIPES.
7.0 ANCILLARY STRUCTURES – MANHOLES, DROP MANHOLES AND VENTILATING SHAFTS.
11.0. REINSTATEMENT OF ROADS.

Specifications

1.1. Scope Of Work.

The scope of work under this contract shall be as detailed above and as specified in Bill of Quantities in Section-7,

Tender for the work of Providing & Laying 300mm dia RCC UGD Pipeline at Pattandur Agrahara & Surrounding areas coming under AECS-1 S/s of AEE(E)-1-1 Sub division".

1.2. contractual requirements

1.2.1. Contractor's Inspection of Sites:

The Contractor is deemed to have visited the sites and familiarized himself of the conditions and restrictions under which the work will be executed. The omission of any details shall not relieve the Contractor of his prima facie obligation and responsibility under the Contract to carry out and successfully complete the rehabilitation works. The Employer will entertain no monetary or other claims, made by the Contractor on the grounds of 'want of knowledge'.

THE CONTRACTOR IS ADVISED THAT IT IS HIS SOLE RESPONSIBILITY TO ASCERTAIN FOR HIMSELF THE EXTENT OF WORK THAT IS REQUIRED TO BE DONE IN SITE AND TO GENERALLY OBTAIN HIS OWN INFORMATION ON ALL MATTERS AFFECTING DIRECTLY OR INDIRECTLY THE EXECUTION OF THE WHOLE WORKS INVOLVED IN THE CONTRACT TO THE COMPLETE SATISFACTION OF THE ENGINEER. THE ENGINEER WILL ENTERTAIN NO CLAIM OF EXTRAS IN CONSEQUENCE OF ANY ALLEGED IGNORANCE IN ANY ASPECT. IT MUST BE CLEARLY AND DEFINITELY UNDERSTOOD THAT THE CONTRACTOR SHALL BE HELD SOLELY RESPONSIBLE FOR MAKING ALL NECESSARY ARRANGEMENTS AND COORDINATING WITH RELEVANT AUTHORITIES, COMPETENT AGENCIES AND SPECIALISTS ETC., TO ENSURE SATISFACTORY COMPLETION OF THE CONTRACT.

1.2.2. Tender Drawings and Contract Documents: NA

1.2.3. Time of completion.

Time period for completion of all the works shall be 3 Months (inclusive of monsoon period) from the date of issue of notice to commence. Within this period Contractor shall be required to complete the works, including testing, commissioning and completion of the three months Trial run period.

1.2.4. Work plan.

The Contractor shall prepare the work plan for the execution of works, which includes procurement of pipes before starting of the works. The Contractor shall submit the planning's (Construction, Financial, Quality and Commissioning and handing over planning's) within 14 days after issue of letter of acceptance and take necessary approvals for the same. The planning's shall be in the form of a PERT/CPM and a bar chart together with description of his proposed method of working. The planning shall include all allowances to guard against delays caused due to inclement weather or its effects (such as floods or draughts), fire or industrial disputes, unless such events could not reasonably have been foreseen by an experienced Contractor.

1.2.5. Alignment Survey and the L-Sections.

The contractor shall carry out the Survey work for laying of lateral sewers (less than 300 mm diameter) for proposed alignment and levels, at every 30 meters interval and other necessary locations, before execution of the work, including all data required for generating L section and GIS maps of sewer network. Contractor shall submit the survey drawings showing L-Sections, ground levels at every 30 meters interval and other necessary locations, detailed strip plans showing adjacent structures etc., in latest version of AutoCAD for approval of the Engineer before execution of the work. The Bidder has to consider this aspect and make provision, while quoting the rates for Sewer pipe (less than 300mm), supply, laying and jointing item in the tender. If the alignment and flow directions of the sewers are to be changed according to the site conditions and the Engineer In-charge agrees to that, the contractor has to redo the alignment and level survey at every 30m and junction points, and submit all the details in latest version of Auto Cad in soft form to BWSSB, for re-design of that particular stretch and take up the work on receipt of approved designs from BWSSB.

Also, The contractor shall carry out the Survey work for laying of branch / submain /main / trunk sewers (230 mm diameter & above) for proposed alignment and levels, at every 30 meters interval and other necessary locations, before execution of the work, including all data required for generating L section and GIS maps of sewer network. Contractor shall submit the survey drawings showing L-Sections, ground

levels at every 30 meters interval and other necessary locations, detailed strip plans showing adjacent structures etc., in latest version of AutoCAD for approval of the Engineer before execution of the work. The contractor shall take prior approval for location and length of the survey work for this paid item. The payment will be made as per the quoted rates for conducting survey in bill of quantities. If the alignment and flow directions of the sewers are to be changed according to the site conditions and the Engineer In-charge agrees to that, the contractor has to redo the alignment and level survey at every 30m and junction points, and submit all the details in latest version of Auto Cad in soft form to BWSSB, for re-design of that particular stretch and take up the work on receipt of approved designs from BWSSB.

The alignments, L-section and location of manholes may be changed at site if required, and after approval of the Engineer.

The Survey work for all the sewer lines (for all diameters of sewers) alignment shall also include the following,

a) All the Survey works shall be carried out from G.T.S. Benchmarks, using Total Station instrument of standard make, and by qualified survey personnel. The survey shall consist of field data collection and related attribute information collection of all the aspects pertaining to GIS mapping of sewer network before and after laying of sewer pipes and allied structures, as required by BWSSB.

b) Field attribute collection for Mapping with respect to Existing sewerage network does not require any digging in the field. The existing maps / BWSSB field staff knowledge can be utilized by the bidder to provide the data for mapping the said network and it will be paid as per the survey work item in Bill of quantities.

c) Network entity’s attribute information like pipe dia, pipe type, ground material, depth of the pipe, manhole type, manhole size, manhole depth etc. shall be submitted.

d) The data pertaining to House Service Connections (connection to consumers) have to be collected up to building footprint and submitted.

e) The contractor shall communicate regularly, with the BWSSB regarding the GIS mapping survey data and for clarifications.

The Contractor shall, within 21 days after the date of the Letter of Acceptance, submit to the Engineer for his consent a detailed description of the arrangements for conducting the quality control program during execution of the Works, including details of his testing Laboratory, equipment, staff and general procedures. If following submission or at any time during the progress of Works, it appears to the Engineer that the Contractor's quality control programme is not adequate to ensure the quality of the Works, the Contractor shall produce a revised program as desired by the Engineer, which will be adequate to ensure satisfactory quality control.

a. *Tests during Construction : NA*

в. *Third Party Inspections : NA*

1.2.9. Sign Board

The Contractor shall provide sign boards at the sites of the Works of approved size and design as directed by the Engineer, which provides (i) the name of the Project and the financing agency (World Bank loan); (ii) the names and addresses of the Employer, Contractor and Consultants; (iii) short description of the Project, (iv) the Contract amount (v) the starting and completion dates.

Such sign boards shall be located at specified places in the project coverage area as directed by the Engineer. Contractor shall take care of signboard and replace it in case of loss, damage, theft etc., the sign boards may be in English or Kannada or in both as directed by the Engineer.

1.2.10. Protection of Utilities

The Contractor is required to examine carefully the locations of the works and their alignments. Contractor is to make enquiries and co-ordinate with all the departments /authorities concerning all utility lines such as water pipes, sewers, gas pipe, telephone (underground and /or overhead) lines, optic fibre cables, electric and telecommunication cables (underground and /or overhead) , any other utility lines etc; to determine and verify to his satisfaction the character, sizes, position and lengths of such utilities from authentic records.

The Contractor shall be wholly responsible for the protection of such utilities as may be required, and shall not make any claim for extra work or extra time that may be required to protect such utilities. Any

damage, to the Utilities shall be restored/ repaired at Contractor's own cost. Shifting of any utilities if required will be taken up by BWSSB or any other agency separately after site inspection.

In case the alignment of the pipeline crosses the high tension electrical transmission lines belonging to the KPTCL / BESCOM or other authorities/ departments, the Contractor shall take all precautions necessary to see that the work is carried out with care and safety, without disturbing such transmission lines. The Contractor will be responsible to carry out all construction activities in such reaches in consultation with the owners of such facilities. However, satisfactory completion of the entire work will be the responsibility of the Contractor.

1.2.11. Performance Requirements:

The performance requirements have been spelt out in various parts of the Contract specification. The Contractor shall ensure that, he fully understands and complies with all the requirements specified in the Contract. However, in the event of any conflicting performance requirements spelt out in the documents, the Contractor shall promptly bring such matters in writing to the attention of the Engineer for Engineers decision. The Engineer's decision will be conveyed to the Contractor in writing and which is final. The Contractor shall fully comply with Engineer's decision on the matter.

The Contractor is deemed to have read and understood all performance requirements before bidding and he shall have no claim whatsoever with respect to the Engineer's final decision on the matter.

1.2.12. Contractor's Obligations:

The Clauses in this section are meant to provide general guidelines and Compliance requirements to the Contractor. It does not however relieve the Contractor from taking every other step and precautions as deemed necessary to complete the works successfully within the specified Contract period and bid amount. Also, compliance to the approved Environmental management plan and monitoring the same is part of the contract.

12.12.1. Environmental Management Plan and Monitoring.

The Contractor shall be responsible for the mitigation measures to be taken for complying to the Environmental management plan and monitor as described below,

1.2.14. Special Traffic Precautions.

Contractors Attention is specially drawn to the requirements by the traffic police and road authorities and specification regarding traffic control, access and reinstatement of road surface. It is necessary to obtain permission from traffic Inspector of Police prior to taking up any stretch of road for excavation and sewer laying. It is necessary to carry out the work in such a manner as to cause minimum interference with the public use of roads, footpaths and other thoroug

1.2.15. Working in Restricted areas.

In addition to the clause stated in other section of the special specification the Contractor shall determine prior to constructing the lengths of sewers where access to properties commercial, domestic and institutional will be restricted.

The identification of these areas shall be agreed in consultation with the Engineer, Police and Urban local body. In this case it may be necessary to operate one-way traffic system or to close roads. The Contractor shall be responsible for liaising with the police and other local representatives to obtain permission to close roads or restrict traffic movement. No additional time will be allowed for these pre-construction activities. Where roads are closed alternative routes are to be determined in conjunction with the authorities. Sign Boards are to be placed at both junctions of the route indicating “ROAD CLOSED & WORK UNDER PROGRESS”. The expense for the same shall be borne by the contractor. The Contractor shall discuss these arrangements with the occupants of houses affected to ensure that their disruption is kept to a minimum. The Contractor is to offer assistance to residents who are infirm or need special arrangements for access during construction.

In narrow roads and streets it may not be possible to operate excavation machinery in such cases hand excavation is to be done. The method of operation, length of sewer to be excavated, method of barricading, property access, dewatering, shoring, pipe laying, backfilling and road reinstatement shall be stated in a ‘Method Statement’ to be submitted at least 4 weeks before work is scheduled to commence in a particular location. The written agreement of the Engineer shall be obtained to the method statement. If any additional safeguards are required by the Engineer these shall be incorporated in the method statement at no extra cost and the method statement is to be resubmitted.

The Contractor will ensure that the noise created by his activities is suppressed. Adequate silencers fitted to construction

machinery, particularly compressors and drills. Dust is to be kept to a minimum by using water sprinklers. Utility service connections shall be maintained to every property throughout the construction phase and thereafter. If any defect/ damage is caused it shall be repaired immediately and at the Contractors expense. The disruption to the normal activities of residents and other members of the public is to be kept to an absolute minimum. Providing adequate noise control and other nuisances are kept to a minimum, extended working hours may be permitted with the agreement of the Engineer and local residents. No additional payment shall be made for any of these arrangements unless other wise specified. Adequate lighting shall be provided by the Contractor at his cost if night working is adopted.

1.2.16. Interfaces with other packages.

If this contract Package will have interface with other contracts, the contractor shall only undertake the end connections of sewers at the interface points, after the sewer has passed the hydraulic test on completion of end connections. The contractor shall lay the bedding and backfill for sewers in normal manner.

1.2.17. Order Of Precedence Within Bid Documents

In the event there is any conflict or discrepancy within the Bidding documents, the order of Precedence will be determined as follows;

1. Addendum
2. Contract data
3. Instruction to Bidders
4. Invitation to Bid
5. General conditions contract including special conditions contract
6. Technical specifications
7. Bill of quantities.
8. Drawings

1.2.18. Technical and Supervisory Staff : NA

1.2.19 MEASUREMNTS & PAYMENTS.

1.2.19.1. MEASUREMENTS

a. Quantities

The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not be taken as the actual and

correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

b. Works to be Measured

The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of the works in accordance with the contract and the contractor shall be paid that value in accordance with applicable clauses of this contract. The Engineer shall, when he requires any part of the works to be measured, give reasonable notice to the Contractor's authorized agent, who shall:

a) forthwith attend or send a qualified representative to assist the Engineer or his representative in making such measurement, and

b) supply all particulars required by the Engineer or his representative.

Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or his representative or approved by him shall be taken to be the correct measurement for such part of the works. For the purpose of measuring such Permanent Works as are to be measured by records and drawings, the Engineer shall prepare such records and drawings as the work proceeds as he deems necessary or appropriate and the Contractor, as and when called upon to do so in writing, shall within 14 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If after examination of such records and drawings, the contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within 14 days of such examination, lodges with the Engineer notice of the respects in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.

c. Method of Measurement

The Works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for in the Contract.

1.2.19.2. PAYMENTS.

No part payments will be made for all items of works under this contract, except for pipeline works, which will be paid as mentioned in contract data.

2.0 EARTHWORK EXCAVATIONS.

2.1. General

The Earthwork Excavation for laying of sewers shall be carried out as per applicable IS specifications, specification in the Bill of quantities and applicable clauses in this specifications.

The Contractor shall make all excavations required for laying and jointing of the pipeline and construction of pertinent structures as required by the project. Except where otherwise required by the project or instructed by the Engineer, all excavation shall be in open cut, to the specified widths and depths with shoring, strutting and bracing. The Contractor is advised to satisfy himself and quote rates accordingly with regard to the likely conditions that may be met with during the execution of the works, with regard to the underground obstructions or conditions, necessary dewatering requirements including well point system or other means of dewatering the trenches before, during and after excavation, laying of bedding material, laying and jointing sewers, hydraulic testing and till backfilling, construction of manholes, pipe supports etc., in sub terrain under ground water, rain water, sewage and waste water etc.

Earth work excavation for pipeline trenches and manhole chambers including depositing on bank including, danger lighting and using sight rails and boning rods, including shoring, strutting, bailing out water at every 100 metres wherever necessary as directed in the various strata with lead upto 30 meters and all lifts etc., complete. A minimum of three numbers of sight rails are to be maintained at all times during pipe laying between manholes, including barricading as per directions of Engineer In-charge of work. (The Excavation cost should include the cost of shoring, strutting to facilitate for laying, jointing & testing of sewers, manholes.)

2.2. Classification of Excavation

i). All Soils includes the following,

a). Soft clay, soft murrum, gravel shale etc. including. Stiff heavy clay, hard shale or compact murrum requiring drifting tool or pick axe or both and shovel closely applied.

b). Gravel, soft laterite, kankar and cobble stone having maximum diameter in anyone direction between 75 mm and 300 mm.

c). Soling of road paths etc., and hard core.

d). Macadam surfaces such as water-bound and bitumen/tar bound.

e). Lime concrete, stone masonry in lime/cement mortar below ground level.

f). Soft Conglomerate, where the stones may be detached from the matrix with pick axe.

g). Generally any material which requires the close application of pick axe or scarifiers to loosen and not offering resistance to digging, greater than that offered by the hardest of any soil mentioned above.

ii). D.I.R. soft rock and medium hard rock includes,

a). Ordinary rock comprising of lime stone, sand stone, hard laterite fissured rock, conglomerate or other soft or disintegrated rock which may be quarried or split with crow bars.

b). Un-reinforced cement concrete which may be broken up with crow bars or pick axe and stone masonry in cement mortar below ground level.

c). Boulders which do not require blasting having maximum diameter in any direction of more than 300 mm; found lying loose on the surface or embedded in river bed, soil, talus, slope wash, and terrace material of dissimilar origin.

d). Hard laterite does not require blasting. It is to be classified under ordinary rock which does not require blasting.

iii). Hard Rock includes,

a). Any rock or cement concrete or RCC, excavation of which require the use of mechanical equipment or chiselling.

2.2.1. All soils.

The Earth work excavation in all soils, including the ones mixed with boulders of up to 30 cms size, includes excavation both by manual and machine excavation based on location of excavation and space constraints. The quoted rates are applicable for both manual and machine excavation, the location and extent of manual and machine excavation should be as described below,

a). Manual excavation.

The manual excavation for laying the sewers in pipeline trenches shall be carried out as decided and directed by the Engineer

In-charge, along the alignment of such narrow roads and main roads where it is not possible for machine excavation and, at excavations in deeper depths of more than 3m, providing all safety measures to workmen at contractor’s risk, also, manual excavation is to be adopted at the possible locations of under ground utilities to safeguard against damage.

b). Machine excavation.

The machine excavation for laying the sewers in pipeline trenches shall be carried out along the alignment of wide roads and in depths where there are no under ground utilities without causing any damage to public property, and inconvenience to public.

Disintegrated Rock, Soft Rock and Soft Shale

This category includes excavation in disintegrated rock, soft rock, soft shale and in medium rock comprising of lime stone, hard shale, schist, fissured rock, and all types of laterite with varying densities and composition requiring chiseling which can be cut by shovel and but without resorting to blasting.

Hard Rock

This category includes excavation in hard rock requiring hand and/or mechanical chiselling.

In case of difference in opinion between the classifications of rocks, the decision of the Engineer shall be final and binding on the Contractor.

2.3. Shoring and Bracing

As per Specifications and directions of the Engineer, the Contractor shall supply, fix and maintain necessary sheathing, shoring and bracing etc., in steel or wood, as may be required to support the sides of the excavation, to protect workmen in the trench and to prevent any trench movement which might any way injure or delay the work, change the required width of the trench, make unsafe condition for adjacent pavements, utilities, buildings or other structures above or below ground.

Sheathing, shoring and bracing shall be withdrawn and removed as the backfilling is being done, except when the Engineer may agree that such sheathing, shoring and bracing be left in place, at the Contractor's request. In any case, the Contractor shall cut off any

such sheathing at least 600 mm below the surface and shall remove the cut off material from the trench.

All sheathing, shoring and bracing which is left in place under the foregoing provisions shall be removed in a manner so as to, not endanger the completed work or other structures, utilities or property, whether public or private.

2.4. Excavation in Rock

Excavation in rock shall be carried out without resorting to any kind of blasting, to a depth, 150 mm more than the bottom level of pipe and to a width equal to the diameter of the pipe plus specified working space on either side as given in drawing / as mentioned above. Unless otherwise directed by the Engineer, rock excavation shall be progressed at least by 20 m in advance of the pipe length proposed to be laid.

2.5. Limits of excavation.

The trench for laying of sewers and construction of manholes shall be excavated in accordance with the relevant applicable Indian standard, as per the approved drawings, or as directed by the Engineer. The width at bottom of trenches for sewers, unless otherwise specified in the approved construction drawings, or directed and approved by Engineer, for different diameters of pipes laid at different depths shall be as given below,

a). For all diameters, up to an average depth of 1.20 m, width of trench in mm is equal to diameter of pipe plus 300 mm.

b). For all diameters for depths above 1.20 m, width of trench in mm is equal to diameter of pipe plus 400 mm.

c). Not with standing (a). and (b). the total width of trench should not be less than 0.75 meters for depths exceeding 0.90 meters.

The width at top of trenches for sewers shall depend on depth of sewer, location and alignment of sewer, as per the approved construction drawings and directions of Engineer. Unless other wise specified in the drawings or directed by Engineer, for providing of sheet piling as per specifications in Bill of quantities, the top widths for excavations up to 2 meters depth shall be equal to bottom width (i.e. vertical side cuts.) and for depths beyond two meters depth, for all types of soils/rock, steps shall be provided of 0.30 m width on either side of the trench at every lift of 2 meters and as per the directions of

Engineer. The quoted rates for excavations in accordance with the above specifications shall include all shoring and strutting for all depths.

The depth of excavations shall limit to the specified gradients/reduced levels as per the approved construction drawings at ends, considering the necessary beddings/encasement/surround.

The Contractor shall not excavate beyond the dimensions specified as above. Should the excavation occur beyond the dimensions specified therein, because of the negligence of the Contractor, the Contractor shall fill the excess space with granular material or concrete as directed by the Engineer. Nothing extra shall be paid to the Contractor on account of this. The contractor shall quote the rates for excavation items, limiting the trench widths as above for whatsoever depths encountered, including necessary arrangements as required. Any extra claim and increase in quantity other than the widths specified above, shall not be entertained or paid.

2.6. Trial pits

Trial pits shall be excavated by the Contractor, as directed to do so, along the lines of the trenches as shown on the drawings in advance of the excavations for the purpose of satisfying himself as to the location of under ground utilities, obstructions or soil strata’s and conditions. Trial pits shall be excavated preferably by manual excavation. The contractor has to take the permission of the concerned Executive Engineer, BWSSB, before taking up the work.

It involves, Earth work excavation for trial pits in all kinds of strata and for all depths, recording necessary details of under ground utilities and kind of strata, including depositing on bank excavated earth, including barricading, posting safety sign boards, shoring, strutting, bailing out water, wherever necessary as directed with all lead and lifts etc., complete. Any damage to the existing utilities unless otherwise specified shall be repaired at Contractors own cost. The Precautionary measures shall be taken by the Contractor while making trial pits and shall inform the Engineer before commencing such works. The contractor will be paid as per the item in BOQ on account of this work.

2.7. Dewatering

Extra charges will be paid at quoted rates, for excavation in all classifications in watery situation or foul conditions towards dewatering including overnight recuperation for specified depth

ranges with all lead and lifts etc., complete, including cost of installation and running of dewatering system such as well point system / any other system wherever required.

Dewatering shall be done in accordance with specifications. The Contractor shall be responsible for the adequate pumping, drainage and bailing out of water from the excavation in case of inundation etc., of trenches. The sewer lines shall be laid above normal ground water table level and as directed by the Engineer. Dewatering shall be either continuous or intermittent using Diesel pump or any other method approved by the Engineer. The method of dewatering shall depend on site condition and should be furnished by the Contractor and approved by the Engineer. The method of dewatering shall be either well point system or sump pumping. The effectiveness of each method will depend upon the nature of the soil, the proportions of the trench and degree of lowering required. Pumping test may be necessary to determine which method is Suitable.

If sump pumping is not practicable other control methods shall be considered and should be approved by the Engineer. The trenches should be kept dry till the completion of work, which includes excavation, pipeline laying, jointing, testing and commissioning and backfilling. Precaution should be taken against the floatation of the pipes.

The Contractor shall conduct ground studies if found necessary and the cost for such studies has to be borne by the Contractor himself. The Contractor shall be responsible for the adequate pumping, drainage and bailing out of water met due to all causes from the excavation for laying sewer lines, construction of manholes, wet wells and all types of constructions. In case of failure to make such provisions or any other provisions, which may result in unsuitable sub-grade conditions, the Contractor shall replace and repair the sub-grade as directed to the satisfaction of the Engineer, at his own cost and responsibility. Should the Contractor select to use a gravel sub-grade with or without un jointed pipes with the gravel layers to facilitate flow of water to pumps or other points of disposal, such gravel sub grade with or without conveying pipes shall not be measured or paid as an extra item.

- Sump pumping

This method may be used in highly and moderately permeable soils such as gravels, sand and gravel mixtures. This method is simple and cheap to install and used with watertight trench sheeting to limit the

volume of flow. To prevent the boiling in the bottom of the trench the following precaution should be taken

- Drive sheeting deeper to lengthen drainage path
- Use open pipe surrounded in gravel as a sump.
- Move the sump to one side of the trench

To prevent removal of fines from soil causing loss of strength in the soil and undermining of the trench bottom and side support

- Surround suction inlet with protected graded filter
- Increase flow rate through the soil by using open pipe surrounded with gravel.

The delivery side of the pump should be monitored by taking samples of water and checking the proportion of fines being removed. If fines are being continuously withdrawn or there are signs of trench instability, sump pumping should be stopped and alternative methods to the considered.

- Well pointing

In this method, well points are installed at regular intervals on one or both sides of the trench and linked parallel to a header main connected to a pump. Well points are usually installed at 0.6 to 2.0m centre to centre by jetting them in ground with dense layers or cobbles & boulders it may be necessary to pre bore the layers. The efficiency of the well points is increased by sanding in the well point and riser using a column of sharp sand. This Method has an advantage of drawing water away from the trench and in suitable conditions is effective in lowering the water by 4 to 6m. It will also reduce the hydrostatic heads on the trench support system. It is of greatest use, in sand, the heavy flows in permeable ground, such as gravels, the well points should not to be so close together that the method becomes impractical. In clays the rate of seepage is too small for the system to be properly effective. Silts can be stabilized in certain conditions by using special procedures.

The well pointing shall be either single sided well point or double sided well point. For higher depths double sided well point with multi stage shall be considered. Should the Contractor select to use a gravel sub-grade to facilitate flow of water to pumps or other points of disposal, such gravel sub-grade shall not be measured or paid for as

an extra item. Contractor should assess the availability of extra earth required for refilling in case of shortage in any particular reach well before quoting rates. Even in case the Contractor resorts to mechanical excavation, the Contractor should take care of proper refilling, consolidation and disposal of surplus earth. Disposal of ground water is to be away from the area of influence of the pipe laying area Suitable temporary pipelines are to be laid to existing watercourses.

2.8. Slips and slides

The Contractor is responsible for proper protection of excavations made by him from any slips and slides. All slides and caving shall be handled, removed or corrected by the Contractor without any extra compensation at whatever time and under whatever circumstances they may occur. The excavations shall be made good and brought to necessary depth, width and levels without any extra cost. Special care should be taken to protect the safety of the workmen, staff and public or whoever at the site.

2.9. Stacking of excavated material

Pursuant to specification in Bill of Quantities or directions of Engineer in-charge of execution, the excavated material shall be stacked at suitable locations so as not to cause any inconvenience to the public or traffic, with all safety measures in accordance with IS 3764 with latest revisions and amendments. The excavated material shall be placed away from the sides of the trench. The excavated materials shall be stacked at a suitable distance, keeping in view the safety aspect of working personnel due to sliding and slippage based on nature of soil and condition. The contractor shall be solely responsible for the untoward incident caused due to his negligence of stacking the excavated material. Under circumstances where in, sewers have to be laid in narrow pathways, the excavated material shall be transported or placed with all lifts & lead as detailed in bill of quantities to the nearby suitable place or as decided by the Engineer and brought back after laying and jointing for refilling of the trenches as per specifications under clause 2.11.

2.10 Barricading.

The contractor shall Provide, erect and remove casurina pole three tier barricading using poles of 7.50 to 10 cms. Dia. And 1.50m height above ground fixed vertically at intervals of 2.0 to 2.5 mtrs. C/C and Horizontally at 0.50 mtrs, above ground level, including fixing poles in the ground for a minimum depth of 0.30 mtr. and tied with coir rope firmly including cost and conveyance of all materials, labour, lead and lift charges complete. The work will be paid as per the item in the BOQ.

2.11 : NA

2.12. Safety measures

Pursuant to Specifications in bill of quantities, relevant Indian standards or directions of the Engineer, the Contractor shall provide adequate safety measures. They shall include:

1. Barricading all sides of the open trenches.
2. Red danger lights as can be easily visible from dusk to dawn at an interval of 20 m and at all the road crossings.
3. Traffic signals and display boards giving direction for diversion of traffic at the appropriate places as may be directed by the Engineer.
4. Adequately safe wooden plank / board or steel plate over the trenches at every 15 meters interval or less depending upon access requirement to commercial, institutional and domestic properties to facilitate crossing by the public residing on either side of the trench.
5. Round the clock watch and ward maintaining all safety regulations at the site of work and protecting the site from unauthorized intrusions.
6. The work due to the above facilities/arrangements by the contractor will be paid for the items in bill of quantities and the cost for the remaining shall be deemed to be included in the relative items of work.

2.13. Progress of Excavation

The Contractor shall adjust excavation of trenches in such lengths that the pipes can be laid in such exposed portion of the trench within 3 days / less than 3 days as per criticality of site condition and directions of the Engineer.

Unless otherwise directed by the Engineer, the following limitations for lengths of open trenches shall rule for a pipeline in one continuous reach.

Not more than 50 m in built up area and 150 m elsewhere shall be opened in advance of pipe laying.

Not more than 50 m of pipeline left uncovered after pipe laying in built up areas and not more than 150 m elsewhere.

2.14. Excavation for Manholes and Other Appurtenant Structures.

Excavation for Manholes and other appurtenant structures shall be done in accordance with the applicable clauses from 2.1 to 2.14 of this Section. The Contractor shall excavate as required for all the structures with foundations to firm, undisturbed earth up to the level of the under side of the structure.

If the excavation is in rock, the Contractor shall excavate all rock at least to the minimum limits shown in approved drawings.

The standard details for trenches and to the grade of the bottom of Manholes and other structures are as per applicable clauses in this section and construction drawings issued for the execution of work. Where the bottom of the structure is in rock, it should be ensured that no rock shall project above the lower surface of the concrete in such a manner so as to reduce the required thickness of concrete placed simultaneously as an integral part of the foundation and to the outside of structure foundation where structure is to be built.

The Contractor shall excavate the trench / pit to provide necessary working space on all sides and for accommodating any sheathing, shoring or bracing etc.

2.15. Works Included in Excavation

The following works as per specifications are also included in excavation and the term 'Excavation' shall construe to mean all such items of work. The quoted rates should include the same:

1. Provision of side space or additional space in the trench / pit for working and /or accommodating sheathing, shoring, bracing, etc.
2. Supply, installation and removal after the work, all-sheathing, shoring and bracing required, protecting the excavation where required or where such work is recommended by the Engineer.
3. The bidder shall verify the site conditions and wherever such dewatering is required it is considered that the rates quoted for dewatering item of work are inclusive of dewatering of surface and sub-surface water.
4. Protection of excavations.
5. Providing adequate safety measures.
6. Additional work in connection with overhead wires and poles.
7. Excavations for socket and collar hollows.
8. Supplying and fixing of sight rails and boning rods in the trench to facilitate measurement of work etc. complete
9. Temporary approaches to roads, properties etc., affected by excavation at no extra cost.

2.16. Sheet piling : NIL

4.0 REINFORCED CEMENT CONCRETE PIPES

4.1. Manufacture of pipe

The RCC pipes to be used for lateral, branch and trunk / outfall sewers shall be of class NP-3, Spigot and Socket (S&S) type, RCC SPUN / VIBRATED CAST PIPES (REINFORCED), with rubber gasket jointing, manufactured in Conformity with IS 458. All the Pipes shall be manufactured using Sulphate Resisting cement only. The ends of the pipes shall conform to Clause 5.3 of IS 458 as applicable for S&S joints. The rubber ring shall conform to IS 5382 and IS 12820 as applicable

for sewer lines and shall be of type 'IA'. The diameters of pipes shall be as required for sewers as per designs and drawings.

The method of manufacture shall be such that the form and dimensions of the finished pipes are accurate within the limits specified in relevant IS: 458. Pipes manufactured in compliance with IS: 458 shall be either water cured or steam cured in accordance with the relevant requirements of IS: 458.

The Internal diameter, wall thickness, length of barrel, reinforcement (longitudinal and spiral), type of ends and minimum clear cover to reinforcement, strength test requirements, tolerances on - overall length, internal diameter or dimensions of sockets / spigots of pipes shall be as per the relevant clauses / tables of IS: 458. Minimum clear cover to reinforcement shall be 15 mm. The tolerances regarding overall length, internal diameter of pipes or socket and barrel wall thickness shall be as per relevant clauses of IS: 458. Each pipe unit shall be in lengths of 2 m to 4 m based on availability, ease in handling, transportation and laying.

The workmanship and finish for the pipe will conform to the relevant Indian standard specification; Cleaning of pipes shall conform to relevant Indian Standard specification.

4.1.1. Special coating for Inside Surface of RCC Pipes.

The RCC pipes shall be provided with special coatings wherever there is possibility of excess generation of hydrogen sulphide gas during transportation of sewage through sewers. The location, length of coatings shall be as given in construction drawings or as approved by the Engineer.

The work involves

i). Supply and application of Polymer based protective Elastomeric coating / Lining with zero V.O.C. for complete inside surface of RCC sewers, with minimum dry film thickness of 1mm, Acid resistant, Abrasive resistant, Adhesive to concrete surface, Durable and pinhole / break free, with smooth surface after application, complete as per the Clauses in this Section, including all labour, HOM of machinery, with all lead lifts, taxes etc. complete. spray coating / Lining shall be applied by approved and controlled mechanical spray method, for RCC sewers of diameters 400mm to 800 mm prior to delivery of sewers to site or applied at site, as approved by approving authority, including all surface preparation, testing, as per directions of the Engineer in

charge. Rate shall be inclusive of cost of all materials, tools and plants, testing and inspection etc. complete.

ii) Supply and application / lining of Polyvinyl chloride sheet, having T-shaped protections on the back, keyed into the RCC Sewer walls at the time of manufacture, of thickness not less than 1.5mm or Polymer based protective Elastomeric smooth coating / Lining with zero V.O.C. by spray method for complete inside surface of RCC sewers, with minimum dryfilm thickness of 1mm, Acid resistant, Abrasive resistant, Adhesive to concrete surface, Durable and pinhole / break free, smooth surface after application, complete as per the Clauses in this Section, including all labour, HOM of machinery, with all lead, lifts, taxes etc. complete, spray coating / Lining applied by approved method, for RCC sewers of diameters equal to and greater than 900mm prior to delivery of sewers to site or applied at site, as approved by approving authority, including all surface preparation, testing, and directions of the Engineer in charge, Rate shall be inclusive of cost of all materials, tools and plants, testing and inspection etc. complete.

Specifications for Protective Coating to inside surface of RCC sewers:-

A). POLYMER BASED COATING :

a) The inside of RCC pipes (of dia 400mm & above) & manholes (if required) shall be coated with an approved dual-component, solvent-free polymer protective coating of minimum 1mm dry film thickness. The protective coating shall be spray-applied to the inside of the pipes using suitable plural component spray equipment so as to form a completely impermeable, pin-hole-free & seamless lining. It shall form a good bond with host concrete surface, be resistant to acids & abrasion. It shall meet the following properties.

A – ACID RESISTANCE	
Acid & Chemical Resistance (to ASTM 3908- mod 365d immersion)	Change in weight (not more than).
Sulphuric Acid 22%	0.07%
Hydrochloric Acid 10%	0.07%
H2S-120,000ppm (Sour Brine)	0.66%
Sodium Hydroxide 25%	0.07%
Sodium hypochlorite(sat sol)	0.66%

Salt water – 310g/l (Sat. Sol)	0.22%
Ammonium Hydroxide-20%	nil
Nacl/water-solution -10%	nil
Wastewater anaerobic digesters	0.37%
Wastewater API mo	1.1%
B – BOND	
Bond / Adhesion to concrete (to ASTM D 4541)	> 1.5 N / Sq mm
C - ABRASION RESISTANCE	
Abrasion resistance (to ASTM D 4060 with Taber CS17-1000/1000rev)	< 15 mg loss
Shore D Hardness (to ASTM D-2240)	> 60
D - DURABALITY	
Volume solids %	100
Tear resistance (to Die Cast ASTM D 624)	> 30 KN / m
Tensile strength (to ASTM D412)	>17 N / Sq mm
Elongation (to ASTM D-412)	> 30%
Water absorption(to ASTM D 570 (2hr @95 C)	0.16
Flash Point (Pensky martin)	>93 deg C
E – SETTING TIME	< 1 minute

b) The coating shall be moisture sensitive, suitable for long term service at any temperature within the range between -10 Deg C and 100 Deg C and resistant to raw sewer, industrial sewer, treated sewer, effluents, chemicals, sea water, abrasives. The coating shall not be affected by high humidity or moisture during application.

c) All the coating materials including primer & finish coats shall be from a single manufacturer of repute certified to ISO 9002 standards having a minimum 10 years experience in similar products & in projects of similar size and value as this project.

d) The material provided shall be tested in both liquid (lab-draw down films) and field applied samples and shall meet the properties specified for the project and defined in the approved manufacturer's product data sheet.

e) All pre-coating concrete repairs, coating and lining works shall be carried out only by experienced & reputed contractors who are authorized, approved, and certified applicators of the approved coating manufacturer & certified by the manufacturer for the type of application detailed in this project.

f) The contractor should submit, the approved coating manufacturer's detailed Method Statement for Coating Application along with their Quality Assurance / Inspection & Testing Plan to engineer in charge prior to commencement of coating activity.

Surface Preparation & Primer application

Prior to commencement of coating activity, all concrete surfaces to be coated shall be free from oil, grease, loose particles, decayed matter, moss, curing compound residue or algal growth. All such contamination and laitance must be removed by use of abrasive sweep blasting, high pressure water jetting, or other approved manual/ mechanical means.

Concrete element's surface irregularities, honeycombs spews must be removed and repaired by a method approved by the engineer.

Primer as recommended by the approved coating manufacturer shall be applied prior to coating application & the correct over coating time intervals shall be followed as per manufacturer's approved method statement of application.

The coating system shall be spray applied & shall gel/set rapidly. It shall form a uniform monolithic film without any layering.

The pipes shall be coated either at pipe factory or at other department-approved coating yard prior to actual laying.

Testing:-

The finished coating shall be uniform, smooth & have a dry film thickness of minimum 1000 microns, when tested with a standard dft gauge/ Elcometer.

The dry film thickness shall be measured at points as instructed & predetermined by the engineer in charge by fixing SS strips. The coating shall be uniform, smooth & pin hole free.

Personal Safety Requirements:-

The personnel at site shall strictly adhere to Standard guidelines during the chemical coating activity, at all times. The approved coating manufacturer shall supply complete standard requirement schedules for the personnel to follow, prior to start of any coating application. The general requirements are:-

a. Observe the owners standard policy at all times and obey all written and verbal instructions from site managers and representatives.

b. Wear all PPE at all times including Hard Hat, Safety glasses, Boots, Gloves and masks as required.

c. When preparing and applying coatings and chemical materials all PPE must be worn including Gloves, safety glasses and protective paper masks.

d. When using high pressure plural component spray equipment, all personnel working in the application area must wear double filter breathers with OSHA or of atleast equivalent make.

B). P.V.C. LINING FOR RCC PIPES:

Scope of work for PVC lining in RCC pipes,

Reinforced concrete pipes of diameter 900mm and above is to be lined with PVC of minimum thickness of 1.5 mm. The lining shall be fixed to concrete surface be mechanical keys and cover complete internal circumference of the pipes. Care shall be taken to see that the resulting wall thickness, internal diameter & length of barrel does not become less than the minimum specified in IS 458. The tolerances regarding overall length, internal diameter of pipes or socket and spigot wall thickness shall be as per IS: 458. However, due to providing of PVC lining, negative tolerance for internal diameter of pipe upto maximum 3 mm is permitted.

Drawings and details indicating method of manufacture, lining, welding of joints, etc., together with test certificates of physical, chemical and biological properties of the PVC shall be submitted for Engineers in charge’s approval prior to manufacturing of any pipe.

The internal surface (PVC lining and unlined concrete surface) of the pipe shall be free from wrinkles, bulges, corrugations, burnt surfaces and imperfection. The lining shall be firmly keyed into the concrete with the back face of the lining flush against the concrete surface. The keys shall be continuous and capable of withstanding a back pressure of not less than 0.48 N/ mm2. Partially embedded keys will not be acceptable. There must be complete bonding in all welds.

Only pipes manufactured and lined to the satisfaction of the Engineers in charge are acceptable. Minor defects may be repaired with approval of Engineers – In charge but each defect must be made good to the complete satisfaction of the Engineer in Charge who reserves the right to reject any pipe (or pipes) which in his opinion do not comply with this Specification and the required standard.

Approved PVC lining should not be less than 1.5 mm thickness. In the event of the PVC lining being damaged during the construction of the sewer, the whole pipe shall be replaced entirely at the Contractor’s expense.

When pipes are laid, care shall be taken to keep the cover flaps clear of the adjoining pipe socket and to place the pipe in the correct position so that the PVC sheeting is evenly divided by the vertical pipe centre line.

At regular intervals the Contractor shall arrange for his pipe supplier to visit the site and weld up and test the PVC joint flaps and end cover fillets. Not more than three (3) pipes shall be laid before the joints are welded up.

The Contractor will be required to afford all necessary assistance in keeping the pipes clear of mud and water during the jointing of the PVC flaps.

The Contractor will be required to make arrangements for the supply of water and power and for the proper ventilation of the pipeline during cleaning, tacking and welding and testing of the PVC joints.

On completion of the laying, jointing and welding, the Contractor will be required to carry out a detailed inspection and test of the PVC lining and joint welding in the presence and to the satisfaction of the Engineer in charge.

Physical & chemical properties & testing methods.

TABLE A – PHYSICAL PROPERTIES

Property	Allowable Standard		Method
Tensile Strength	Longitudinal	17.25 Mpa	ASTM D 638
	Transverse	17.25 Mpa	
Elongation at break	Longitudinal	225%	ASTM D 638
	Transverse	225%	
Hardness	54-62		Din 535.5
Plasticier Permanence	0.4%		ASTM D 1203
Water Absorption	0.1%		ASTM D 570
Water soluble matter	0.05%		ASTM D570
Porosity	No pin holes		Spark Tester 7 KV

TABLE B – CHEMICAL PROPERTIES

Chemical Agent	Test Method	Change in Weight Not more than
Sodium Hypo–Chloride 1%	ASTM D 543 (7 days at 20 degree	0.20%
Ferric Chloride 1%		0.60%

Sodium Chloride 5%	C)	0.15%
Sulphuric Acid 20%		0.12%
Nitric Acid 1%		0.20%
Sodium Hydroxide 5%		0.10%
Ammonium Hydroxide 5%		0.40%
Soap & Detergent Solution 2%		0.40%

4.2. Testing of pipes at manufacturing unit.

During manufacture, tests on concrete shall be carried out as per IS: 456, IS 458 / relevant IS with latest revisions and amendments.

The specimen of pipes shall be tested in accordance with clause 1.2.8 of this Technical specification and with IS: 458 and tested in accordance with the methods described in IS: 3597 including the following,

1. Hydrostatic test.

2. Three edge bearing test

3. Absorption test.

4.3. Marking

Marking shall be done as per IS: 458 or any other relevant IS codes approved by the Engineer. The following information shall be clearly marked on each pipe,

a). Internal diameter of pipe.

b). Class of pipe.

c). Date of manufacture and

d). Name of manufacture or his registered trade-mark or both.

a. Carting & Handling

Carting and handling of RCC pipes and fittings shall be in accordance with the clause 3.4. of GSW pipes specifications.

b. Trenching.

Trenching includes all excavation which shall be carried out either by hand or by machine and shall be carried out in accordance with all requirements of Earth work excavations clause 2.0 to 2.17. Wherever a socket or collar of pipe or fitting / special occurs, a grip is to be cut in the bottom of the trench or concrete bed to a depth of at least 75 mm below the bed of the pipe so that the pipe may have a fair bearing on its shaft and does not rest upon its socket. Such grip shall be of sufficient size in every respect to admit the hand all round the socket in order to make the joint, and the grip shall be maintained clear, until the joint has been approved by Engineer.

c. Bedding

Necessary bedding (granular, concrete cradle, concrete arch etc.) shall be provided in accordance with approved construction drawings and specifications in the following clauses 6.1. to 6.1.5 of this specifications before laying of RCC sewer pipes.

d. Laying of the pipe

Laying of concrete pipes shall conform to the Code of practice of IS: 783. Pipes shall be laid underground with a minimum earth cover of 1m. Pipes shall be generally laid in sections as per standard practices and as directed by the Engineer. The RCC pipes shall be laid with sockets facing up the gradient, on desired bedding. All pipes shall be laid perfectly true, both to line and gradient. At the close of each day’s work or at such other times when the pipe is not being laid, the end of the pipe should be protected by a close fitting stopper. All pipes, fittings and material shall be tested and approved by the Engineer before being laid. Any pipes, fittings or material placed before they are tested and approved shall be removed and replaced with tested and approved material. Before laying the pipe, necessary bedding shall be provided wherever required as per Sub-Clauses 6.1. to 6.1.5 of this section.

e. Jointing of pipes

The pipe joints shall be flexible joints, jointed by rubber ring of type ‘IA’, as per IS 783-1985. The sections of the pipe shall be jointed in such a manner that there shall be as little unevenness as possible along the inside of pipe. Care should be taken while jointing to provide the correct gap between the end of spigot and back of the socket to ensure flexibility at each joint and correct location. The joints shall be finished as directed by the Engineer.The quality of rubber rings, tolerances, etc., shall be in conformity with IS 5382-1985 and latest revisions.After jointing, extraneous material, if any, shall be removed from the inside of the pipe.

f. Measurement of pipes

The length of the sewer pipes shall be measured between the inner surfaces of consecutive manholes at the invert level of the pipes along the central line of pipeline to the nearest centimeter.

g. Testing at work site.

After laying and jointing of pipes is completed, the pipe line shall be tested at work site as per all the requirements in clause 9.0 to 9.5 of this specifications and as approved by the Engineer.

h. Backfilling.

Backfilling shall be in accordance with requirements specified in clause 6.3 to 6.3.4. of backfilling.

7.0 ANCILLARY STRUCTURES – MANHOLES, DROP MANHOLES AND VENTILATING SHAFTS.

The Contractor shall construct Wire cut brick, RCC-Manholes, Drop arrangements with HDPE pipes, Cast iron Ventilating shafts, Valve Chambers, at the locations shown on approved construction drawings, as directed by the Engineer as per the specification in the applicable Indian standards mentioned and as mentioned hereafter. The materials used and construction procedure adopted for the ancillary structures shall comply to the specifications as mentioned below and clause in standard specifications for civil works.

7.1. Excavation

Earth work excavations for the Manholes, Drop arrangements and C.I. Ventilating shaft arrangements etc. shall be carried complying to specifications in clause 2.0 to 2.17 and specifications in bill of quantities.

7.2. Backfilling.

Backfilling for sewer ancillary structures shall be in accordance with requirements specified in clause 6.3 to 6.3.4 of Backfilling.

7.3. Manholes

Manholes shall be built at every change of alignment, gradient or diameter, at the head of all sewers and branches, at every junction of two or more sewers as shown on the drawings complying to IS: 4111 Part1-1967 and latest revisions and as per specifications in this section or as directed by Engineer. Sulphate resisting cement confirming to IS: 12330 shall be used for all the items of works for manholes. The shape of the manholes generally is circular with conical shape at top for Brick manholes, unless specifically stated as on drawings.

The Contractor shall be wholly responsible for giving suitable connections at the junctions of sewer lines with the manholes. The minimum depth of manhole shall be one meter or as in construction drawings or as directed by Engineer.

For House service connections directly to manholes, 110/160mm PVC pipes shall be placed during construction of manholes as per specifications in Clause 8.1.1. and items in BOQ, if the provisional pipes for House service connections are not placed due to the negligence of the contractor, the contractor has to redo the total work of dismantling of manhole shaft and placing of the pipes etc. at his own cost.

The Manholes have been divided into different categories based on depth, diameter and material of construction. Any manholes required to be provided extra, at the locations shown by the Engineer, shall be provided by the Contractor, for which payment shall be made at the quoted rates.

7.3.1. Wire cut Brick Manholes.

7.3.1.1. Construction.

The work shall be executed in accordance with the approved construction drawings and specifications involving,

a). Providing and constructing of 1:3:6 Cement Concrete foundation using approved quality aggregates of 40mm and downsize with an offset of 150mm all round the chamber.

b). Providing and constructing wire cut brick masonry in C.M 1:4 proportion using modular wire cut bricks of class designation 75 of approved quality and confirming to IS : 1077 with a tapering top portion as per approved construction drawings and providing cement mortar plaster in CM 1:3 proportion, 12mm thick inside and outside except for the conical surface outside, where the thickness of plaster shall be 20mm thick. Samples of bricks shall be tested as per IS : 3495 by the Contractor. Bricks rejected by the Engineer shall be removed from the site within 24 hours.Construction of Brick works shall be in accordance with IS 2212:1962 and latest revisions.

c). Providing and constructing benching with Cement Concrete 1:2:4 to the dimensions as on drawings with 1:6 slope in the concrete towards the central drain, plastered with CM 1:3 proportion, 20mm thick and finished with smooth coat of neat cement and fixing of inlet and outlet sewers in the walls with the internal periphery protected with an arch of 1:2:4 Cement Concrete with graded metal of 10mm to 20mm size.

d). Supplying and fixing of, 3 mm thick plastic (as per IS: 10910) encapsulated over 12mm dia. Fe-415 steel (as per IS: 1786) bar footsteps staggered at 300mm apart and providing and fixing of heavy duty circular steel fibre reinforced concrete (SFRC) manhole frame and covers of 560 mm diameter conforming to IS 12592 and the payment for providing of SFRC heavy duty manhole frame and covers shall be paid separately as per quoted rate for the item in bill of quantities.

e). The channel for the manhole shall be constructed in cement concrete of M15 grade. Both sides of the channel shall be taken up to the level of the crown of the outgoing sewer. They shall be benched up in concrete and rendered in cement mortar (1:1) of 20 mm thickness and formed to a slope of 1 in 12 towards the channel.

f). The manhole construction work includes curing, pouring tar over MH frame and cover, cost of tar, engraving manhole number and flow direction on the inner surfaces etc., with all lead and lifts, finishing etc complete. The cement used for the construction of masonry works and internal & external

plastering works of manholes shall be of sulphate resisting cement only confirming to IS:12330.

7.3.1.2. Testing.

All Brick Manholes shall be tested as per relevant provisions in CPHEEO Manual & relevant IS with latest revisions & amendments and specifications in clause 9.0 of Testing and commissioning.

7.3.1.3. Measurement & payment.

The depth of manhole shall be measured from the top of cover to the invert level of the deepest outgoing sewer from the manhole.The quoted rate for the Manholes for various depths as per the specifications and drawings shall include the cost of sulphate resisting cement, bedding concrete, benching concrete, wire cut brick masonry, plastering, foot steps, fixing SFRC manhole frame with cover, dewatering to keep the manhole dry until final testing etc complete.

The Rates for any fractional variation (increase or decrease) in the depth of the manhole on decimetre basis, shall be paid as per actuals, by adding the difference in rates between the immediately preceding and succeeding depths of such fractional depth of manhole on linear basis.

For Example: To pay 1.22M depth manhole:

Rate for 1M depth Manhole excluding manhole frame & cover and including encapsulated foot steps rate Rs. X.

Rate for 2 M depths Manhole excluding manhole frame & cover and including encapsulated foot steps rate Rs. Y.

Therefore rate for 1.22M depth Manhole

= Rs. X + (Y-X)/1.00 x 0.22.

Note: For the depths of manholes less than the lowest depths of Bill of Quantities item, the preceding manhole depth shall be taken as zero with zero value to arrive at the rate

7.3.2. RCC Manholes : NA

9.1.1. Water Test for Sewers.

After laying and jointing of sewer pipes and before backfilling the trenches, the complete length of the sewer is to be checked for water tightness. Employer may exempt water test for lateral sewers, where house service connections are to be connected immediately to lateral sewers.

The procedure for testing is as detailed below,

Each section of sewer shall be tested for water tightness from manhole to manhole To prevent change in alignment and disturbance after the pipes have been laid, it is desirable to backfill the pipes up to the top keeping at least 90cm length of the pipe open at the joints in case of longer length pipes.

In case of concrete and stoneware pipes with cement mortar joints, pipes shall be tested three days after cement mortar joints have been made. It is necessary that the pipelines are filled with water for about a week before commencing the application of pressure to allow for the absorption by pipe wall.

The sewers are tested by plugging the upper end with a provision for an air outlet pipe with stop cock.. The water is filled through a funnel connected at the lower end provided with a plug. After the air has been expelled through the air outlet, the stop cock is closed and the water level in the funnel is raised to 2.50m above the invert at the upper end. Water level in the funnel is noted after 30 minutes and quantity of water required to restore the original water level in the funnel is determined. The pipeline under pressure is then inspected while the funnel is still in position. There shall not be any leaks in the pipe or the joints (small sweating on the pipe surface is permitted). Any sewer or part there of that does not meet the test shall be emptied and repaired or re-laid as required and tested again.

The leakage or quantity of water to be supplied to maintain the test pressure during the period of 10 minutes shall not exceed 0.2 lit/mm dia. of pipe per kilometer length per day.

Exfilteration test for detection of leakage shall be carried out at a time when the ground water table is low.

For concrete, R.C.C. pipes of more than 600mm dia. the quantity of water inflow can be increased by 10% for each additional 100mm of pipe dia.

After completion of the test all temporary seals shall be removed, the test water shall be drained out / pumped out and the line cleaned properly.

9.1.2. Test for Straightness and obstruction

As soon as a stretch of sewer is laid and tested, before commissioning the cleanliness of the pipeline is to be checked by the following tests as applicable and as decided by the Engineer.

a). Torch & Mirror Test

In this method of testing, a torch will be held one end of the pipeline inside a manhole and its image through the pipeline will be reflected and seen on a mirror held at the opposite end of the pipeline, inside the next manhole. Any obstruction / debris / major mis-alignment will not give a clear image in which case the pipeline will again be cleaned / rectified and the tests re-done.

b). Ring Test

In this method of testing two steel/ wooden rings of suitable thickness and design shall be fixed facing each other at a distance of 2 feet or more. The block of rings shall be inserted from one end of the pipeline, inside manhole and pulled by a rope fixed to the block from the other end of the pipeline, inside the next manhole. The rings shall be of dia 75 mm less than the inside diameter of pipe under testing. The rope used for pulling the ring block may be inserted in the pipeline by suitable means. Any construction / debris / major misalignment will prevent the ring to pass through the pipeline in which case the pipeline will again be cleaned / rectified and the test redone, and no extra payment will be made. Alternately upon the approval of the Engineer, the sewer may be tested by inserting at the high end of the sewer, a smooth ball of a diameter 13 mm less than the pipe bore. In the absence of obstruction, such as yarn or mortar projecting through the joints, the ball should roll down the invert of the pipe and emerge at the lower end. Any construction / debris / major misalignment that prevent the ball to pass through the pipeline in which case, the pipeline shall be again cleaned / rectified and the tests redone, and no extra payment will be made.

9.1.3. Water Test for Manholes.

The entire height of Brick and RCC manhole shall be tested for water-tightness by closing both the incoming and outgoing ends of the sewers and filling the manhole with water. A drop in water level not more than 50mm per 24 hours shall be permitted. In case of high subsoil water it should be ensured that there is no leakage of ground water into the manhole by observing the manhole for 24 hours after emptying it.

9.1.4. Test Records

Complete test records shall be maintained for all tests carried out for sewers both during construction and after being in service. The

tests carried out as in specifications, approved QAP shall be documented in the formats as approved by the Engineer and shall be carried out in the presence of the Engineer or his representative and shall be certified by the Engineer or his representative and the Contractor. All completed Test records/documents shall be submitted to the Engineer before submission of bills.

9.2. Commissioning

After satisfactory completion of works and Testing of the sewer lines and appurtenances as per specifications in above clauses, the system shall be commissioned for trial run and operation.

9.3. Final Finishing

The contractor will ensure that the entire structure along with all its installations is in finished and in new and fully operative condition when handed over. He shall have repaired and removed all signs of damage that might have been done during the course of construction of manholes and laying of sewers. He shall also see that the entire exterior has been finished properly and the entire site is cleared of all extra construction material, debris, and excavated soil. This shall have to be done to the satisfaction of the Engineer.

9.4. As Built Drawings

The contractor shall submit to the Engineer within two months of actual completion of the work, “As Built” Drawings as specified below and operation and maintenance instructions for the whole of the Works. These Drawings shall be accurate and correct in all respects, including the existing sewer network for which the contractor has done the condition assessment survey, shall be submitted to, and approved by the Engineer. Completion Drawings as below on two prints and one polyester film shall be supplied by the contractor, along with a soft copy in CD. These drawings shall be developed in Auto CAD. Drawing shall be of standard size as below,

i). Strip Plans and L-sections of Under Ground Drainage system showing pipe work in package area on scale as per standard practices to the satisfaction of the Engineer, showing sewer alignments, levels, appurtenances, sizes and material of pipe etc. complete.

ii). Structural Drawings showing reinforcement details of all the components covered under this contract as per standard practices.

Contractor
Employer

SECTION 8:

DRAWINGS

SECTION 9:

BILL OF QUANTITIES

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10:
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]
WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");
AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;
AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] [63]_Rupees_____ _____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee][64] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.
Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[63] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract
[64] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

Contractor
Employer